

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
B-Dry LLC		10/07/2009	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
Name:	B-Dry System, Inc.		
Street Address:	455 South 4th Street		
Internal Address:	350 Hertz Starks Building		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	77656987	SMARTER WAY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(502)588-1960		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5026252784		
Email:	sduvall@midtreut.com		
Correspondent Name:	Scot A. Duvall		
Address Line 1:	2500 Brown & Williamson Tower		
Address Line 2:	MIDDLETON REUTLINGER		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	ZR160-09004		
NAME OF SUBMITTER:	Scot A. Duvall		
Signature:	/Scot A. Duvall/		

OP \$40.00 77656987

Date:

10/07/2009

Total Attachments: 2

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## AGREEMENT AND ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT AND ASSIGNMENT is between B-DRY SYSTEM, INC. ("Assignee"), an Ohio corporation located and doing business at 350 Hertz Starks Building, 455 South 4th Street, Louisville, Kentucky 40202; and B-DRY LLC ("Assignor"), a limited liability company organized and existing under the laws of Virginia, located and doing business at 350 Hertz Starks Building, 455 South 4th Street, Louisville, Kentucky 40202, and is effective as of the 27th day of January, 2009 (the "Effective Date").

### WITNESSETH:

WHEREAS, Assignor adopted and continuously used, through the Effective Date, the trademark attached on Schedule A hereto (the "Mark"), and was the owner, through the Effective Date, of all right, title and interest in and to the Mark, including but not limited to the related United States federal trademark application referenced on Schedule A hereto, based on actual use in commerce (the "Application");

WHEREAS, Assignee is interested in acquiring the entire and exclusive right, title and interest in and to the Mark, Application, and resulting registration, together with the goodwill of the business connected with the use of and symbolized by the Mark, all as of the Effective Date;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Mark, Application, and resulting registration, together with the goodwill of the business connected with the use of and symbolized by the Mark, all as of the Effective Date;

NOW, THEREFORE, in consideration of one dollar (U.S. \$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignor hereby assigns to Assignee and its successors, assigns and nominees, as of the Effective Date, without any restrictions, reservations, or limitations:

a. The entire and exclusive worldwide right, title and interest in and to the Mark, Application, and resulting registration thereof, together with the goodwill of the business connected with the use of and symbolized by the Mark throughout the World (including the right to register the Mark in Assignee's name throughout the World); and

b. All claims and rights associated with the Mark, Application, and resulting registration thereof, including the entire and exclusive right to bring and maintain any and all causes of action, claims, and demands relating to infringements or other violations of rights in the Mark arising under applicable law throughout the World (including but not limited to past infringements of or violations of rights in the Mark), and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery).

2. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request, to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. The undersigned Assignee hereby declares that it agrees to the terms of the foregoing Agreement and Assignment and accepts the foregoing Assignment under the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement and Assignment to be duly executed by their authorized officers, effective as of the Effective Date.

B-DRY SYSTEM, INC. ("Assignee")

By: Paul E. Borgman

Name: Paul E. Borgman

Title: President

Date: 10/07/09

B-DRY LLC ("Assignor")

By: Paul E. Borgman

Name: Paul E. Borgman

Title: Chief Executive Officer

Date: 10/07/09

**SCHEDULE A**

Trademark	U.S. App. No. U.S. Reg. No.	Classes	Reg. Date
SMARTER WAY	77/656,987	037	Application pending